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INSOUND MEDICAL, INC.

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 LIVINGSTON HEARING AID
CENTER, INC.

12 Plaintiff,

13 v.

14 INSOUND MEDICAL, INC.,

15 Defendant.

Case No. 5:11-CV-01965-EJD

**STIPULATION TO FURTHER
EXTEND TIME FOR DEFENDANT
INSOUND MEDICAL, INC. TO
RESPOND TO COMPLAINT OF
PLAINTIFF LIVINGSTON
HEARING AID CENTER, INC.**

[N.D. Cal. Local Rule 6-1(a)]

Date Filed: March 8, 2011
Date Removed: April 1, 2011

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1 WHEREAS, on March 8, 2011, plaintiff Livingston Hearing Aid Center, Inc.
2 (“Livingston”) filed its Complaint in the instant action in the 72nd District Court of
3 Lubbock County, Texas;

4 WHEREAS, on April 1, 2011, defendant InSound Medical, Inc. (“InSound”)
5 removed the instant action to the United States District Court for the Northern
6 District of Texas;

7 WHEREAS, on April 20, 2011, the United States District Court for the
8 Northern District of Texas granted the Parties’ Agreed Motion to Transfer Venue to
9 this Court;

10 WHEREAS, the instant action was transferred to this Court on April 22,
11 2011;

12 WHEREAS, the Court has not set a deadline for InSound to respond to
13 Livingston’s Complaint, and effective with the Clerk’s notice of July 12, 2011,
14 deadlines previously set in this action have been reset for the latter part of October
15 with the reassignment of the action to the Hon. Edward J. Davila;

16 WHEREAS, in light of their on-going settlement discussions, the Parties
17 stipulated on June 22, 2011 that InSound would file its response to Livingston’s
18 Complaint and file any counterclaim(s) on or before July 1, 2011;

19 WHEREAS, the Parties further stipulated on July 1, 2011 that InSound would
20 file its response to Livingston’s Complaint and file any counterclaim(s) on or before
21 July 6, 2011;

22 WHEREAS, the Parties further stipulated on July 6, 2011 that InSound would
23 file its response to Livingston’s Complaint and file any counterclaim(s) on or before
24 July 12, 2011;

25 WHEREAS, the Parties remain engaged in settlement discussions, and wish
26 to avoid burdening the Court or incurring potentially unnecessary attorneys’ fees
27 and costs during the pendency of their discussions; and,

28 / / /

1 WHEREAS, in order to avoid burdening the Court and to facilitate their
2 continuing discussions, the Parties agree that InSound should have through and
3 including July 26, 2011 to respond to Livingston's Complaint and file any
4 counterclaim(s);

5 THEREFORE, the Parties, through their counsel of record, stipulate and agree
6 as follows:

7 1. Defendant InSound Medical, Inc. shall have through and including **July**
8 **26, 2011** to respond to the Complaint of plaintiff Livingston Hearing Aid Center,
9 Inc. and to file any corresponding counterclaim(s);

10 2. The instant Stipulation shall be without prejudice to either party's right
11 to seek a further continuance of any deadline.

12
13 Dated: July 12, 2011

LAW OFFICE OF MICHAEL H.
CARPER, P.C.

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16 By: /s/ Robert Nebb
17 Robert Nebb
18 Attorneys for Plaintiff
19 LIVINGSTON HEARING AID
CENTER, INC.

20 Dated: July 12, 2011

RUTAN & TUCKER, LLP

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23 By: /s/ Gerard M. Mooney
24 Gerard M. Mooney
25 Attorneys for Defendant
26 INSOUND MEDICAL, INC.
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